



THE COMMONWEALTH OF MASSACHUSETTS

**DEPARTMENT OF  
TELECOMMUNICATIONS & ENERGY**

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July 14, 2006

VIA EMAIL AND USPS

Cheryl M. Kimball, Esq.  
Keegan Werlin LLP  
265 Franklin Street  
Boston MA 02110-3313

RE: Petition of NSTAR Gas Company for approval of a long-term supply and a long-term transportation assignment agreement with Northeast Energy Associates, D.T.E. 06-44

Dear Attorney Kimball:

Enclosed please find the first set of information requests issued by the Department of Telecommunications and Energy in the above-captioned matter. Please submit NSTAR Gas Company's responses to the Department on or before 5:00 p.m., Friday, July 28, 2006. If you have any questions regarding the information requests, please contact me at 617-305-3561.

Sincerely,

/s/  
Carol Pieper  
Hearing Officer

Encs.

cc: D.T.E. 06-44 Service List (w/encs.)

**COMMONWEALTH OF MASSACHUSETTS  
DEPARTMENT OF TELECOMMUNICATIONS AND ENERGY**

**FIRST SET OF INFORMATION REQUESTS OF THE  
DEPARTMENT OF TELECOMMUNICATIONS AND ENERGY  
TO NSTAR GAS COMPANY, D.T.E. 06-44**

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Pursuant to 220 C.M.R. § 1.06(6)(c), the Department of Telecommunications and Energy (“Department”) submits to NSTAR Gas Company (“NSTAR”) the following Information Requests.

**Instructions**

The following instructions apply to this set of Information Requests and all subsequent Information Requests issued by the Department in this proceeding.

1. Each request should be answered in writing on a separate, three-hole punch page with a recitation of the request, a reference to the request number, the docket number of the case, and the name of the person responsible for the answer.
2. Do not wait for all answers to be completed before supplying answers. Provide the answers as they are completed.
3. These requests shall be deemed continuing so as to require further supplemental responses if NSTAR or its witnesses receives or generates additional information within the scope of these requests between the time of the original response and the close of the record in this proceeding.
4. The term “provide complete and detailed documentation” means:  
  
Provide all data, assumptions, and calculations relied upon. Provide the source of and basis for all data and assumptions employed. Include all studies, reports, and planning documents from which data, estimates, or assumptions were drawn and support for how the data or assumptions were used in developing the projections or estimates. Provide and explain all supporting workpapers.
5. The term “document” is used in its broadest sense and includes, without limitation, writings, drawings, graphs, charts, photographs, phono-records, microfilm, microfiche, computer printouts, correspondence, handwritten notes, records or reports, bills, checks, articles from journals or other sources and other data compilations from which information can be obtained, and all copies of such documents that bear notations or other markings that differentiate such copies from the original.

6. If any one of these requests is ambiguous, notify the Hearing Officer so that the request may be clarified prior to the preparation of a written response.
7. Please file one copy of the responses with Mary L. Cottrell, Secretary of the Department; also submit two (2) copies of the responses to Carol Pieper, Hearing Officer, one (1) copy of the responses to Andreas Thanos, Assistant Director, Gas Division, one (1) copy of the responses to Kenneth Dell Orto, Analyst, Gas Division, and one (1) copy of the responses to Elizabeth Jackson, Analyst, Gas Division.
8. In addition to filings, all non-proprietary responses should be submitted by e-mail to [dte.efiling@state.ma.us](mailto:dte.efiling@state.ma.us) and to the e-mail address of any party required to be served.
9. Responses are due on or before Friday, July 28, 2006.

### **Requests**

- DTE-1-1 Refer to page 7 of Exh. MAG-1. The Company states that the termination date of the Algonquin Gas Transmission, LLC (“Algonquin”) AFT-1 X-35 capacity that will be assigned to NSTAR by Northeast Energy Associates, a Limited Partnership (“NEA”) is November 30, 2016, while the gas supply portion of the contract expires on March 31, 2012. How does the Company anticipate utilizing this capacity over the remaining four years of the transportation contract with Algonquin?
- DTE-1-2 Refer to pages 7-8 of Exh. MAG-1. The Company explains that NSTAR retains the right to take permanent assignment of certain storage and transportation resources in the event NEA relinquishes its rights. Please identify how the Company’s total portfolio costs would change in the event that these resources are assigned to NSTAR. Please include the annual costs associated with each resource as well as the terms of each contract, e.g., duration, renewal clauses, that NSTAR would be assuming.
- DTE-1-3 Refer to pages 7-8 of Exh. MAG-1. Please explain in detail any possible reasons that would lead NEA to relinquish its rights to the resources needed as components of the path for gas deliveries under the contract.
- DTE-1-4 Refer to pages 19-21 of Exh. MAG-1. According to the Company’s testimony, NEA may eventually decide to exit the merchant function.

- a. Please describe the impact that a decision by NEA to exit the merchant function would have upon: 1) the gas supply portion of the Agreement; and 2) the assignment of the Algonquin transportation contract.
- b. How would the Company go about finding a replacement gas supply resource?
- c. Does the Company have a plan or strategy that it will rely upon in the event that NEA exits the merchant function?

DTE-1-5 Refer to page 17 of Exh. MAG-1. Define the term “must-turn” as used on line 10.

DTE-1-6 Refer to page 17 of Exh. MAG-1. Please provide the dollar amount of the penalties and the process of application for penalties imposed for non-withdrawal of required minimum amounts of storage gas under the Dominion storage contracts. In addition, provide a comparison of these penalties to penalties of similar contracts held by the Company.

DTE-1-7 Refer to page 17 of Exh. MAG-1. Please submit all calculations and related paperwork that were used to derive projections related to the delivered cost price advantage of the NEA contract.

Dated: July 14, 2006